



**BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: February 19, 2019

** = Mandatory, information must be provided*

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

City of Tucson

***Project Title/Description:**

Intergovernmental Agreement between the City of Tucson and Pima County for the preparation and submission of the joint Analysis of Impediments of Fair Housing Choice (AI), the July 1, 2020 to June 30, 2025 Consolidated Plan Update (Con Plan), and the Annual Action Plans (AAP's).

***Purpose:**

Pima County is in a consortium with the City of Tucson for US Department of Housing and Urban Development (HUD) entitlement funds including: Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons living with HIV/AIDS (HOPWA). In order to receive HUD funds, the City of Tucson / Pima County consortium must complete the AI, Con Plan and respective first year AAP's (collectively HUD Plans) every five years to receive federal allocations. This IGA with the City of Tucson will provide \$75,000.00 in funding to Pima County to cover half the anticipated cost to jointly procure a qualified consulting firm to assist with community outreach and prepare required plans for HUD submittal. In an effort to avoid duplication of efforts, the County will serve as the lead and sole contracting entity with the selected firm in response to Request for Proposal CDNC-HCD-10-15-18-AI-ConPlan-AAP, *City of Tucson Pima County Analysis of Impediments of Fair Housing Choice & Consolidated Plan Update*.

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

The goal to developing the HUD Plans is to conduct an extensive public process to form long-term strategic plans to prioritize and leverage limited federal resources to create effective community development and affordable housing opportunities for Pima County residents. Outcomes include completion of the AI, Con Plan and first year AAP.

***Public Benefit:**

The public will benefit from an extensive community process to identify and prioritize HUD eligible housing and community development activities. The Con Plan and associated reports also serve as extensive housing and socio-economic community analyses that local agencies can utilize to attract additional resources into Pima County.

***Metrics Available to Measure Performance:**

Successful completion of a 18-month community planning process and submittal of HUD Plans to the federal government by May 15, 2020 effectively securing nearly \$40M in federal funds for the City of Tucson and Pima County for fiscal years 2020 to 2025.

***Retroactive:**

Yes, this IGA is retroactive to January 1 2019 due to some minor delays with final contract negotiations. The retroactive date also directly coincides with the agreed upon 18 month planning process time-line 1/1/19 to 6/30/2020 to complete and submit HUD Plans.

Contract / Award Information

Document Type: CTN Department Code: CD Contract Number (i.e., 15-123): 19-123
Effective Date: 1/1/2019 Termination Date: 12/31/2020 Prior Contract Number (Synergen/CMS): _____
☐ Expense Amount: \$* _____ ☒ Revenue Amount: \$ 75,000.00

*Funding Source(s) required: US Department of Housing and Urban Development (HUD)

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? _____

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-73.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Effective Date: _____ New Termination Date: _____

Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____

Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required:

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Effective Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required:

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the
Federal government or passed through other organization(s)? _____

Contact: Daniel Tylutki, Senior Program Manager

Department: Community Development & Neighborhood Conservation Telephone: 520.724.6754

Department Director Signature/Date: Margaret M. Ky 01/30/2019

Deputy County Administrator Signature/Date: John 1/31/2019

County Administrator Signature/Date: C. Deibel 1/31/19

(Required for Board Agenda/Addendum Items)

This number must appear on all correspondence and documents pertaining to this contract

INTERGOVERNMENTAL AGREEMENT

by and between

THE CITY OF TUCSON AND PIMA COUNTY

for the preparation and submission of the

**JOINT ANALYSIS OF IMPEDIMENTS OF FAIR HOUSING CHOICE,
the JULY 1, 2020 TO JUNE 30, 2025 CONSOLIDATED PLAN UPDATE, and
the ANNUAL ACTION PLANS**

This Intergovernmental Agreement is entered into by and between City of Tucson, a municipality of the State of Arizona and Pima County, a body politic and corporate of the State of Arizona.

GLOSSARY

AI	Analysis of Impediments of Fair Housing Choice
CDBG	Community Development Block Grant
CPD	HUD Office of Community Planning and Development
City	City of Tucson
Con Plan	HUD Program Years July 1, 2020 to June 30, 2024 Consolidated Plan Update (County/City Fiscal Years 2021-2025)
Consortium	City and County through their housing and community development departments
Contractor	Kuehl Enterprises, L.L.C.
County	Pima County
ESG	Emergency Solutions Grant
HOME	HOME Investment Partnerships
HOPWA	Housing Opportunities for Persons living with HIV/AIDS
HUD	U.S. Department of Housing and Urban Development
HUD Plans	Planning documents set forth in Recital F
HUD Programs	CDBG, ESG, HOME, HOPWA and other programs funded by CPD
IGA	Intergovernmental Agreement

RECITALS

- A. City and County may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-952 *et seq.*
- B. Pursuant to the provisions of A.R.S. § 36-1401 *et seq.*, City and County are authorized to develop housing projects that provide decent, safe and sanitary housing for low income persons.
- C. Funds are available from various federal programs to help meet community affordable housing needs, enhance programs that serve low-income populations and aid economic development activities.
- D. City and County have formed a consortium to jointly seek available grants for HUD Programs and other federal agencies to increase efficiency, effectiveness and benefits to the residents of Pima County.

- E. City will act as the Lead Agency for the Consortium's efforts.
- F. In order to obtain funds for HUD Programs, City and County, through a collaborative process, involving a broad range of public and private agencies, will develop and submit the following required HUD Plans:
 - 1) AI;
 - 2) Con Plan;
 - 3) City of Tucson First Year Annual Action Plan; and
 - 4) Pima County First Year Annual Action Plan.
- G. The Consortium sought the services of a consultant qualified to prepare the HUD Plans under Solicitation No. CDNC-HCD-10-15-18-AI-ConPlan-APP, titled "City of Tucson Pima County Analysis of Impediments of Fair Housing Choice & Consolidated Plan Update.
- H. After review, the Consortium determined that Kuehl Enterprises, L.L.C. possesses the required experience and knowledge in the preparation of HUD Plans and other Municipal and County Housing Strategies and Plans and is, therefore, best qualified to provide the needed consultant services.
- I. County and City agree to share the costs for Contractor's services up to a maximum of \$75,000.00 each.

NOW THEREFORE, County and City, pursuant to the above, and in consideration of the matters and things hereinafter set forth, do mutually agree as follows:

AGREEMENT

- 1. **PURPOSE.** This IGA establishes the rights and responsibilities of the Parties for provision of CDBG funding to pay Contractor for the preparation of the HUD Plans, and other HUD eligible planning services, as needed to obtain funding for HUD Programs.
- 2. **TERM.**
 - 2.1. This IGA will begin on January 1, 2019 and terminate on December 31, 2020, unless sooner terminated or further extended pursuant to the provision of this IGA.
 - 2.2. Upon mutual consent of the parties, this IGA may be extended for four (4) additional one-year periods or any portion thereof.
- 3. **EFFECT OF IGA ON EXISTING PROGRAM DESIGN AND IMPLEMENTATION.** This IGA does not impact the existing undertakings of the Consortium relating to the CDBG, HOME, ESG and HOPWA federal entitlement programs.
- 4. **ROLES AND RESPONSIBILITIES.**
 - 4.1. **City and County.** As a HUD Consortium, City and County will collaborate to:
 - 4.1.1. Ensure the HUD Plans are developed for timely submission in compliance with all applicable federal and local regulations, notices, and guidance for HUD Consortia Consolidated Plans, eCon Planning Suite, and CPD Maps.

- 4.1.2. Prepare, schedule and participate in public meetings, presentations, forums and and other events regarding the contents of HUD Plans.
- 4.1.3. Appropriate staff attend all meetings, presentations and forums scheduled for the development and submission of the HUD Plans.
- 4.1.4. Translate into Spanish any community surveys or outreach materials.
- 4.1.5. Create maps and layouts using City, County and HUD data to identify:
 - 4.1.5.1. Past HUD-funded projects and activities; and
 - 4.1.5.2. Current and future needs of communities that may be served through HUD-funded programs and activities.
- 4.1.6. Ensure that the HUD Plans serve the following functions:
 - 4.1.6.1. Certify that City and County will affirmatively further fair housing; conduct an analysis of impediments of fair housing choice; and, undertake other activities required for fair housing planning;
 - 4.1.6.2. Apply for and define the general use of CDBG, HOME, ESG and applicable HOPWA funds when awarded to the Consortium;
 - 4.1.6.3. Develop a comprehensive strategy to address housing, community development, and economic development needs throughout Pima County;
 - 4.1.6.4. Provide a strategy for carrying out CDBG, HOME, ESG, and HOPWA programs;
 - 4.1.6.5. Effectively comply with the national objectives and meet and analyze the following goals of the various HUD Programs:
 - 4.1.6.5.1. Providing decent, affordable housing;
 - 4.1.6.5.2. Increasing homeownership;
 - 4.1.6.5.3. Providing suitable living environments;
 - 4.1.6.5.4. Expanding economic opportunities; and
 - 4.1.6.5.5. Supporting County-wide efforts to end homelessness.

4.2. **City.** City will:

- 4.2.1. As consortium lead agency, ensure the Con Plan and the AI are completed and submitted to HUD no later than May 15, 2020; and
- 4.2.2. Timely submit the city-specific AAP.

4.3. **County.** County will:

- 4.3.1. Enter into a contract with Contractor for the needed consultant services set forth in this IGA and, subject to the limitations set forth in section 5 below, will be responsible for paying the Contractor for services; and
- 4.3.2. Timely submit the county-specific AAP.

5. PAYMENT.

- 5.1. City and County will pay equal shares of the cost of the Contractor's services set forth in this IGA and defined with specificity in the contract between County and Contractor

- 5.2. Total payment to Contractor will not exceed **\$150,000.00**. City and County will each be responsible for no more than \$75,000.00.
- 5.3. City will remit to \$75,000.00 County either in one lump sum within 30 days after execution of this IGA or in two installments of \$37,500.00 each as follows:
 - 5.3.1. The first installment will be paid within 30 days after execution of this IGA; and
 - 5.3.2. The second payment will be provided to County on or before July 31, 2019.
- 5.4. Within 30 days after the termination of the contract, County will reconcile the payments made to Contractor and, if less than \$150,000.00, County will return to City its proportional share.

6. INSURANCE.

- 6.1. City and County will maintain commercial general liability – occurrence form, automobile liability, and worker’s compensation and employer’s liability insurance, or be self-insured, in amounts sufficient to cover any claims, whether or not due to negligence, which may arise in the performance of the activities set forth in this IGA.
- 6.2. For purposes of Workers’ Compensation, an employee of a party to this Agreement who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of, another party pursuant to this specific Agreement, is deemed an employee of both parties, as provided in A.R.S. § 23-1022(D). The primary employer of such employee shall be solely liable for payment of Workers’ Compensation benefits for the purposes of this paragraph. Each party shall comply with the notice provisions of A.R.S. § 23-1022(E).

7. **INDEMNIFICATION.** Each party, as Indemnitor, agrees to indemnify, defend and hold harmless the other Party, as Indemnitee, from and against any and all claims, losses, liability, costs or expenses including reasonable attorney fees (hereinafter collectively referred to as “claims”) arising out of bodily injury (including death) of any such person or property damage, but only to the extent that such claims which result in vicarious or derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers in the performance of this IGA.
8. **TERMINATION.** Except as set forth in section 14 below, this IGA may be terminated only for cause and only in the event that a party is in default of any provision of this IGA.
9. **CONFLICT OF INTEREST.** This IGA is subject to cancellation for conflict of interest pursuant to A.R.S. §38-511, the pertinent provisions of which are incorporated herein by reference.
10. **COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT.** County and City will comply with all applicable provisions of the American with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 36 and 36.
11. **NON-DISCRIMINATION.** The Parties will comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.
12. **RIGHTS AND DUTIES OF PARTIES.** This IGA is intended to govern the rights and duties of City and County only and is not intended to confer any third party any rights or benefits which would not exist in the absence of this IGA.

13. SEVERABILITY. Each provision of this IGA stands alone, and any provision of this IGA found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this IGA.

14. NON-APPROPRIATION. Notwithstanding any other provision in this IGA, this IGA may be terminated if for any reason the Pima County Board of Supervisors or the City of Tucson Mayor and Council do not appropriate sufficient monies for the purpose of maintaining this IGA other than for payment of services rendered prior to cancellation.

15. NO JOINT VENTURE. It is not intended by this IGA to, and nothing contained in this IGA will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between County and any City employees, or between City and any County employees. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

16. NO THIRD PARTY BENEFICIARIES. Nothing in the provisions of this IGA is intended to create duties or obligations to or rights in third parties not parties to this IGA or effect the legal liability of either party to the IGA by imposing any standard of care different from the standard of care *imposed by law*.

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17. ENTIRE AGREEMENT.

- 17.1. This document constitutes the entire IGA between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein.
- 17.2. This IGA may not be modified, amended, altered or extended except through a written amendment signed by the parties.

In Witness Whereof, the parties agree to affix their signatures to execute this IGA on the dates written below:

THIS IGA MAY BE SIGNED IN COUNTERPARTS

PIMA COUNTY:

CITY OF TUCSON:

Chairman, Board of Supervisors Date

Mayor Date

ATTEST

COUNTERSIGNED AND ATTESTED:

Clerk of the Board Date

City Clerk Date

REVIEWED BY:

REVIEWED BY:

Margaret M. Kuhl 01/30/2019

Director Date
Community Development and Neighborhood
Conservation Department

Director Date
Housing and Community Development
Department

ATTORNEY CERTIFICATION

The foregoing Intergovernmental Agreement between Pima County and City of Tucson, acting as a consortium, for the development and submission of the 2016 Consolidated Plan has been reviewed, pursuant to A.R.S. §11-952 by the undersigned Deputy County Attorney and the City Attorney who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Intergovernmental Agreement represented by Pima County and the City of Tucson.

PIMA COUNTY:

CITY OF TUCSON:

Karen S. Friar 1-28-19

Karen S. Friar, Deputy County Attorney Date

City Attorney Date